

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendments to Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Services.

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY:  **CONTACT:**  **EXT.** 2022
John Cirello, PhD., P.E., Director David Gregory, Manager

Agenda Date 09-27-05 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve attached Amendments to Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services for the firms listed below:

1. Container Rental Company, Inc.
2. DisposAll, Inc.
3. Onyx Waste Services Southeast, Inc.
4. Republic Services of Florida, LP
5. Sunshine Recycling, Inc.
6. Waste Management Inc. of Florida
7. Waste Pro of Florida, Inc.
8. Waste Services of Florida, Inc.

BACKGROUND:

Solid waste collection firms are required to obtain a Non-Exclusive Agreement to Collection Solid Waste in unincorporated Seminole County. The above listed firms have agreed to amend their commercial franchise agreements as follows:

Section 2. Term is amended to include language that authorizes the Director of the Environmental Services Department to renew the agreements for successive periods not to exceed one (1) year each. [Note that the agreement shall not be extended by renewal beyond September 30, 2009.]


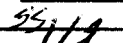

Section 17. Spillage and Litter is amended to include language for administrative fines

(1) Failure by contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

Reviewed by:	9-13-05
Co Atty:	
DFS:	N/A
Other:	N/A
DCM:	
CM:	
File No:	RESS02

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall at all times display a decal provided by the County with the following language, "Report littering from this vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

Staff is recommending renewal of the non-exclusive franchise agreements for a period of one (1) year. During this period, staff will provide to the Board of County Commissioners options to modify the commercial franchise system in the agreement, and implement the direction provided by the Board.

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **CONTAINER RENTAL CO., INC.**, whose address is 2715 Staten Road, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

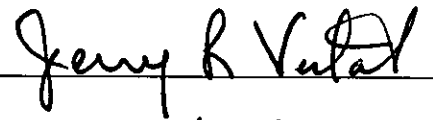
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CONTAINER RENTAL CO., INC.



By:



(CORPORATE SEAL)

Date:

6-16-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:

CARLTON HENLEY, Chairman

Date:

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk

5/27/05

am franchise agt commercial solid waste-container

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this 21st day of July, 2005 and is to that certain Agreement made and entered into on the 14th day of April, 2004, between **DISPOSALL, INC.**, whose address is 540 Douglas Avenue, Altamonte Springs, Florida, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on April 14, 2004, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

DISPOSALL, INC.

By: 

(CORPORATE SEAL)

Date: 7/21/2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

CARLTON HENLEY, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-disposall

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this 13 day of June, 2005 and is to that certain Agreement made and entered into on the 12th day of November, 2003, between **ONYX WASTE SERVICES SOUTHEAST, INC.**, whose address is 1964 S. Orange Blossom Trail, Apopka, Florida, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 12, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

ONYX WASTE SERVICES
SOUTHEAST, INC.

David Helfer

By: [Signature]

(CORPORATE SEAL)

Date: 6/13/05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

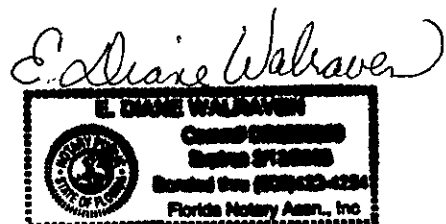
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-onyx



**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **REPUBLIC SERVICES OF FLORIDA, LP**, whose address is 11255 Rocket Boulevard, Orlando, Florida 32824, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

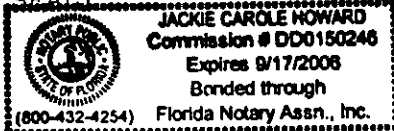
REPUBLIC SERVICES OF FLORIDA, LP

By: [Signature]

(CORPORATE SEAL)

Date: 7/5/05

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-republic

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 10th day of November, 2003, between **SUNSHINE RECYCLING, INC.**, whose address is 1263 Landstreet, Orlando, Florida 32824, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 10, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.


(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

SUNSHINE RECYCLING, INC



By: 

(CORPORATE SEAL)

Date: 6-13-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-sunshine

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **WASTE MANAGEMENT INC. OF FLORIDA**, whose address is 3510 Rio Vista Avenue, Orlando, Florida 32805, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

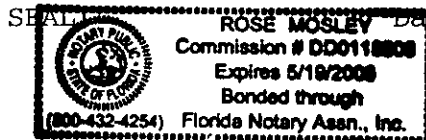
ATTEST:

WASTE MANAGEMENT INC OF FLORIDA

Rose Mosley 6/16/05

By: Alec Pittman

State of Florida, County of Orange,
the foregoing instrument was
acknowledged before me this 16th
day of June, 2005, by Alec Pittman.
Personally know to me.



Date: 6/16/05

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

For the use and reliance
of Seminole County only.

Date: _____

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-waste manage

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **WASTE PRO OF FLORIDA, INC.**, whose address is 2101 W. State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

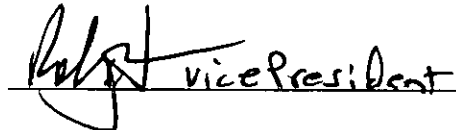
(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

WASTE PRO OF FLORIDA, INC.

 Vice President

By:  PRESIDENT

(CORPORATE SEAL)

Date: 6-10-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
5/27/05
am franchise agt commercial solid waste-waste pro

**AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR
COMMERCIAL SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 6th day of December, 2004, between **WASTE SERVICES OF FLORIDA, INC.**, whose address is 9526 Sidney Hayes Road, Orlando, Florida 32824, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on December 6, 2004, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding. The Director of the Environmental Services Department is hereby authorized to renew said

Agreement thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

2. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

\$100 first incident

\$250 second incident

\$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Marilyn Layton

(CORPORATE SEAL)

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
5/27/05

am franchise agt commercial solid waste-waste srvs

WASTE SERVICES OF FLORIDA, INC.

By: Ivan R. Cairns
Ivan R. Cairns, Vice President + Secretary

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 20__
regular meeting.